

A. G. Contract No. KR97 0189TRN  
ADOT ECS File: JPA 97-09  
MCDOT No. C64097-243-2  
Project: H4450 01X  
Section: AzTech Program

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
AND  
MARICOPA COUNTY, ARIZONA

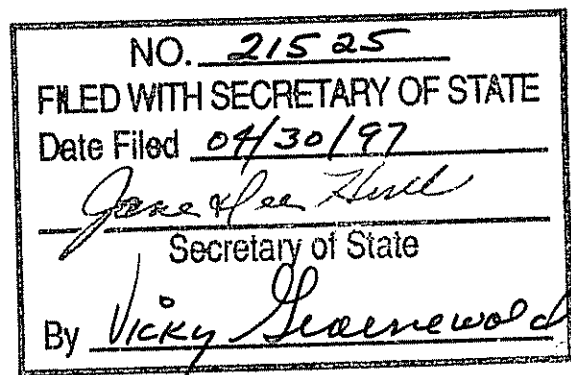
THIS AGREEMENT is entered into 30 April 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and MARICOPA COUNTY, ARIZONA acting by and through its BOARD OF  
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108, 28-112 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by Board of Supervisors action agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and the County to accomplish the program via a State, County and private sector partnership known as the "AzTech Project", for the expressed purpose of implementing the Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, County, regional and local jurisdictions. The intent of this agreement is to define the terms for the transfer of up to \$7,500,000.00 from the State to the County and the expenditure thereof.



## II. SCOPE

### 1. The County will:

a. Through collaborative efforts with State, County, regional and local jurisdictions, jointly develop projects to establish and implement a regional integrated traveler information system for the multimodal traveler, and expand the transportation management system for the Phoenix metropolitan area which will provide up to the minute traffic condition information and facilitate signal coordination across jurisdictional boundaries, providing improved safety and advances in creating a regional transportation system.

b. Conferring with the State and affected local jurisdictions as to the nature of the proposed projects, and in strict compliance with federal and state procurement laws, rules and regulations, issue requests for proposals, and select and hire various transportation engineering consultants as appropriate. Administer the various consultant contracts and make all payments to the consultants. Provide the State and affected local jurisdictions with project design plans for review. Incorporate State and local jurisdiction review comments, as appropriate. Be responsible for any consultant claims for extra compensation attributable to the County.

c. After project design, call for bids and award one or more contracts for the program projects. Administer same and make all payments to the contractor(s). Confer with the State and affected local jurisdictions on any project contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

d. No more often than monthly, invoice the State as necessary, to pay for the reasonable direct actual costs of the various project development, design and implementation, with no County indirect costs, overhead, profit or fee, in a total amount of up to \$7,500,000.00. Publicly include and acknowledge the State Department of Transportation and the US Department of Transportation, Federal Highway Administration as the source of funds for the various projects. On a project by project basis, provide required project matching funds or equivalent "in-kind" services, in an amount not to exceed \$1,800,000.00.

### 2. The State will:

a. Through collaborative efforts with State, County, regional and local jurisdictions, jointly develop projects to establish and implement a regional integrated traveler information system for the multimodal traveler, and expand the transportation management system for the Phoenix metropolitan area which will provide up to the minute traffic condition information and facilitate signal coordination across jurisdictional boundaries, providing improved safety and advances in creating a regional transportation system.

b. During project identification, scoping, development, design and construction provide the County and local jurisdictions project planning, design review, administrative and engineering input, advice and counsel to the extent appropriate and reasonably available, all at no cost to the County. On a project by project basis, provide project matching funds or equivalent "in-kind" services, in an amount not to exceed \$2,800,000.00.

c. Pursuant to Arizona Revised Statutes Section 11-952 et seq., enter into such other formal intergovernmental agreements (or private sector agreements when appropriate) with other political subdivisions or private entities, as may be necessary or desirable, to achieve the terms of the federal grant and the intent of this agreement. In each agreement, as appropriate, specify the requirement for strict compliance with all federal and state procurement laws, rules and regulations, the requirement for public bidding on construction projects estimated at over \$50,000.00, and the requirement for perpetual maintenance and clearly define the party responsible for same.

d. Pay the County, as necessary, for the reasonable direct actual costs of the various project development, design and implementation, in a total amount of up to \$7,500,000.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 June 2003, or until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Maricopa County Department of Transportation  
Transportation Director  
2901 West Durango Street  
Phoenix, AZ 85009

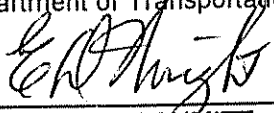
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

- - MARICOPA COUNTY, ARIZONA

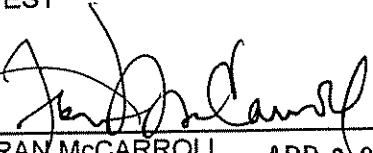
STATE OF ARIZONA  
Department of Transportation

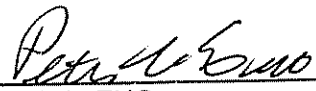
By   
DON STAPLEY, Chairman  
Board of Supervisors

By   
THOMAS G. SCHMITT  
State Engineer

ATTEST

ATTEST

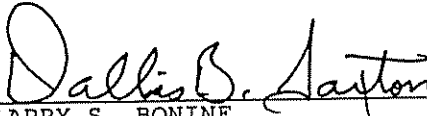
By   
FRAN MCCARROLL  
Clerk of the Board  
APR 09 1997

By   
PETER L. ENO  
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 24th day of January 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the implementation of the AzTech program to develop the regional intelligent transportation system.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

# MARICOPA COUNTY AGENDA INFORMATION FORM

☒ Action
 ☐ Presentation
 ☐ Presentation & Action

Agenda Number

<b>Department:</b> TRANSPORTATION		DEPT(2) FY(2) SEQ(3) TYPE(1) EXTEN(2)
<b>Category:</b> Operations - Infrastructure		<b>C- 64- 97-243- 2</b>
<b>Contact:</b> Renate Lewis, Contracts Officer	Phone: 506-8647	Continued from meeting of:
<b>Return to:</b> Brenda Swetman	<b>Location:</b> Contracts	Phone: 506-4640

**Action requested:**

Approve and execute an Intergovernmental Agreement with Arizona Department of Transportation (ADOT) for the purpose of implementing the Integrated Regional Advanced Traveler Information System. The U.S. Department of Transportation has allocated \$7,500,000 to the public/private partnership for the Phoenix metropolitan area. It is County Counsel's opinion that Maricopa County can accept additional grants. If this agenda were approved, the Board would be authorizing a budgeted adjustment to be made to increase Transportation's grant revenue and expenditure levels by \$7,500,000, of which approximately 20% will be for FY 1996-97. The remaining amount will be budgeted in FY 1997-98. The County's in-kind contribution toward this project will not exceed \$1,800,000, whereas ADOT will contribute in-kind services in an amount not-to-exceed \$2,800,000.

**Complete description of requested action:**

The Transportation Department Director recommends approval of an Intergovernmental Agreement with ADOT for the purpose of implementing the Integrated Regional Advanced Traveler Information System. The AZTech concept is to integrate the existing intelligent transportation infrastructure into a regional system; to establish a regional integrated traveler information system for the multimodal traveler; and to expand the transportation management system for the Phoenix metropolitan area. AZTech will provide traveler information to almost everyone requiring up-to-the-minute traffic condition information and facilitate signal coordination across jurisdictional boundaries, thereby providing improved safety and regional mobility. The AZTech Integrated Regional Advanced Traveler Information System will guide the Phoenix metropolitan area's multimodal transportation system and way of life into the 21st century.

In support of this effort the U.S. Department of Transportation has allocated \$7,500,000 to the Phoenix metropolitan area.

The Transportation Departments of the State and the County with the County acting as the Procurement Agency will jointly administer the project.

**Please return an executed copy to  
the Clerk of the Board of Supervisors**

The County's contribution toward this project will consist of an amount not-to-exceed \$1,800,000 in in-kind services, and ADOT's contribution will be an amount not-to-exceed \$2,800,000 in in-kind services.

Attempts were made to obtain reimbursement for the County's administrative overhead costs but due to the size of the grant, the magnitude of this project objectives, and the number of public participants, overhead cost reimbursement is not possible. The County's overhead costs will, however, be counted towards the in-kind contribution.

This project encompasses all Supervisory Districts and many jurisdictional boundaries.

**Expenditure Impact by FY(s):** (Provide detail on Financial Form) Invitation for Bids

The County's contribution toward this project will consist of an amount not-to-exceed \$1,800,000 of in-kind services.

**Routing & Approval** (Sign & Date) (Per Responsibility of Signers Guidelines)

1. Contracts Officer <i>Renate Lewis</i>	Date <b>3-12-97</b>	6. Mat. Mgt <i>[Signature]</i>	Date <b>3-14-97</b>
2. Transportation's Department Director <i>Thomas R Buick</i>	Date <b>3/13/97</b>	7. HR	Date
3. County Engineer <i>Thomas R Buick</i>	Date <b>3/13/97</b>	8. Legal <i>[Signature]</i>	Date <b>3/14/97</b>
4. CO	Date	9. OMB <i>[Signature]</i>	Date
5. FEMD	Date	10. CAO <i>[Signature]</i>	Date <b>4/1/97</b>

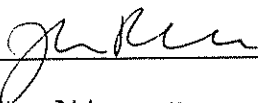
**Board of Supervisors Action**

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<input type="checkbox"/> Amended as follows:
Clerk of the Board <i>[Signature]</i> Date <b>4-9-97</b>	

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14 day of March, 1997.

  
County Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0189TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 24, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section